



**STATE OF MISSOURI
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
INVITATION FOR BID**

IFB NO. 21stCCLC0405
TITLE: 21st Century Community Learning Centers/Afterschool Program
ISSUE DATE: March 17, 2004

CONTACT PERSON: Carol Rackers
PHONE NUMBER (573) 751-4463

RETURN PROPOSAL NO LATER THAN: 2:00 p.m., April 22, 2004

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package.

RETURN RENEWAL TO:	
<u>MAILING ADDRESS (first class or priority):</u>	<u>STREET ADDRESS (overnight or hand delivery):</u>
21st CCLC/AFTERSCHOOL PROGRAM COMMUNITY EDUCATION DEPT OF ELEMENTARY AND SECONDARY ED P.O. BOX 480 JEFFERSON CITY MO 65102-0480	21st CCLC/AFTERSCHOOLPROGRAM COMMUNITY EDUCATION DEPT OF ELEMENTARY AND SECONDARY ED 205 JEFFERSON STREET (5TH FLOOR) JEFFERSON CITY MO 65101

**CONTRACT PERIOD: From date of Award through June 30, 2005
(with four one-year renewal options)**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid. The offeror further agrees that the language of this IFB shall govern in the event of a conflict with the IFB. The offeror further agrees that upon receipt of an authorized purchase order from the DESE or when this IFB is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the DESE.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE
PRINTED NAME (Include Dr., Mr., Mrs., Ms., or Miss)	TITLE	
DISTRICT NAME	COUNTY/DISTRICT CODE (for schools only)	
ORGANIZATION NAME (if different than district name)	FEDERAL TAX ID NUMBER (for non-schools only)	
MAILING ADDRESS	COUNTY	
CITY, STATE, ZIP	PHONE NO.	
FAX NO.	E-MAIL ADDRESS	

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:	
TITLE Commissioner of Education	DATE
TOTAL AMOUNT AWARDED:	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction

The passage of the *No Child Left Behind Act of 2001* significantly amended the Elementary and Secondary Education Act (ESEA) to expand State and local accountability and flexibility and to stress the adoption of research-based practice. It also substantially changed the 21st Century Community Learning Centers (21st CCLC) program. 21st CCLC became a part of the No Child Left Behind (NCLB) Act of 2001 authorized under the Title IV, Part B of the ESEA Act. The purpose of this program is to create community learning centers that provide academic enrichment opportunities for children, particularly students who attend high poverty and low-performing schools, to meet State and local student standards in core academic subjects, to offer students a broad array of enrichment activities that can complement their regular academic programs, and to offer literacy and other educational services to the families of participating children. Programs must ensure that the academic services they provide are aligned with the school's curriculum in the core subject areas.

The *No Child Left Behind Act of 2001* recognizes that improved student achievement occurs when communities implement programs and strategies scientifically proven to be effective, and the 21st Century Community Learning Centers program is an essential part of this initiative. Title I funds, in concert with the 21st CCLC program funds, can provide extended learning programs in schools to integrate enrichment and recreation opportunities with the academic services. 21st CCLC program funds can also meet the needs of parents seeking supplemental educational services (such as tutoring and academic enrichment) for their children.

According to the U.S. Department of Education publication *Working for Children and Families: Safe and Smart Afterschool Programs*, there are nine components present in high-quality After-School programs. These include:

- Goal Setting, Strong Management, and Sustainability;
- Quality After-School Staffing;
- High Academic Standards;
- Attention to Safety, Health, and Nutrition Issues;
- Effective Partnerships with Community-Based Organizations, Juvenile Justice Agencies, Law Enforcement, and Youth Groups;
- Strong Involvement of Families;
- Enriching Learning Opportunities;
- Linkages Between School-Day and Afterschool Personnel; and
- Evaluation of Program Progress and Effectiveness.

1.1.1 This document constitutes a request for competitive, sealed bids for the 21st Century Community Learning Centers/Afterschool Programs.

1.1.2 Definitions:

Center: the name of the overall program/IFB that may consist of a single site or multiple sites.

Site: one specific building in which a program is located in which students receive services.

Program: specific 21st CCLC activities that take place within each site.

Awardees: award recipient.

Consortium: two or more agencies, organizations or entities applying together.

Partnership: one or more entities (LEA, non-LEA, etc.) deciding to work together and cement that working relationship via Letters of Commitment.

Community Based Organizations: as defined in section 9101(6) of NCLB, "the term 'community-based organization' means a public or private nonprofit organization of demonstrated effectiveness that (A) is representative of a community or significant segments of a community; and (B) provides educational or related services to individuals in the community."

Submitted Jointly: two or more entities or organizations who are applying together and share equal responsibility for the 21st CCLC program. In cases of joint submittal, all pages requiring signatures will need to be copied so that each agency, entity, or organization has signed where required. (See section 2.1.4 for additional information.)

For purposes of this document, the term “center”, “21st CCLC”, and “community learning center” are used interchangeably.

1.2 Pre-Bidders Conference

- 1.2.1 A pre-bidder’s conference regarding this IFB will be held on March 29, 2004, at 1:00 p.m., in Room 490 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.
- 1.2.2 All potential offerors are encouraged to attend this pre-bidder’s conference in order to ask questions and provide comments on the IFB. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this IFB will be discussed in detail. Offerors shall bring a copy of the IFB since it will be used as the agenda for the pre-bidder’s conference.
- 1.2.3 Applicants are strongly encouraged to advise DESE within seven (7) working days of the scheduled pre-bidders conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

1.3 Background Information

What is the purpose of the 21st Century Community Learning Centers?

The purpose of the program is to create centers during non-school hours that provide students with academic enrichment opportunities as well as additional activities designed to complement their regular academic program. Centers must also offer families of these students’ literacy and related educational development. Centers provide a range of high-quality services to support student learning and development, including tutoring and mentoring, homework help, academic enrichment (such as hands-on math and reading/language arts programs), community service opportunities, as well as music, arts, sports and cultural activities. At the same time, centers help working parents by providing a safe environment for students during non-school hours or periods when school is not in session.

The law’s specific purposes are to: (1) provide opportunities for academic enrichment, including providing tutorial services to help students, particularly students in high-poverty areas and those who attend low-performing schools, to meet State and local student performance standards in core academic subjects of at least, but not limited to, reading/language arts and mathematics; (2) offer students a broad array of additional services, programs, and activities, such as youth development activities, drug and violence prevention programs, counseling programs, art, music, and recreation programs, technology education programs, and character education programs, that are designed to reinforce and complement the regular academic program of participating students; and (3) offer families of students served by centers, opportunities for literacy and related educational development.

What is a 21st century community-learning center?

A 21st CCLC offers academic, artistic and cultural enrichment opportunities to students and their families during non-school hours (before or after school) or periods when school is not in session (including holidays, weekends or summer recess). According to section 4201(b)(1) of the new statute, a center assists students in meeting state and local academic achievement standards in core academic subjects of at least, but not limited to, reading/language arts and mathematics, by providing the students with opportunities for academic enrichment. Centers also provide students with a broad array of other activities – such as drug and violence prevention, counseling, art, music, recreation, technology, and character education programs – during non school hours or periods when school is not in session. Centers must also serve the families of

participating students, e.g., through family literacy programs. A center may be composed of one or more sites. Each site occurs at a separate geographic location but is still part of the total 21st CCLC.

Experience & Practice

The *Common Elements of Effective After-School Programs* indicates that effective partnerships within the community allow for more efficient use of local resources. Collaboration among diverse partners strengthens the variety of services the community can offer. For example, community learning centers that partner with a county hospital, the local church, and a printing company in the community might more easily offer health care information, have church volunteers helping with the program, and promote the program with free copying services.

How does 21st CCLC fit within the broader context of a school's improvement plan?

A 21st CCLC program can be an important component in a school's improvement plan, particularly as it offers extended learning time to help children meet State and local academic standards. Local programs must ensure that the academic services they provide are aligned with the school's curriculum in the core subject areas. It is equally important that the 21st CCLC program be a balanced and diversified program meeting the total needs of students.

What is the relationship between the 21st CCLC and other Federal programs?

The 21st CCLC serves as a supplementary program that can enhance State or local reform efforts to improve student academic achievement and to support their overall development. In particular, 21st CCLC funds will create and expand after-school programs that offer extended learning opportunities for children and their families. Once these programs have been established with 21st CCLC funds, other Federal, State or local funds can also be used to provide activities and services in these centers. Some illustrative examples of how 21st CCLC programs can operate in conjunction with other Federal programs to meet mutual goals and provide additional resources to target populations are provided below.

Experience & Practice

Title I funds, in concert with the 21st CCLC program funds, can provide extended learning programs in schools to integrate enrichment and recreation opportunities with the academic services that are provided. 21st CCLC program funds can also meet the needs of parents seeking supplemental educational services, such as tutoring and academic enrichment, for their children. Local 21st CCLC programs may also work with programs to supplement services to target populations such as migrant students.

Other federal programs can also complement local 21st CCLC programs. Many current programs are eligible to receive funds through the U.S. Department of Agriculture Food and Nutrition Service for "after-school snacks," and in some cases to provide supper to young children. Local communities can also participate in USDA's Summer Food Service program. These snacks and meals can contribute to the nutritional services provided in local programs. Services made available through funds from Temporary Assistance to Needy Families (administered by the U.S. Department of Health and Human Services) can be combined with 21st CCLC programs to serve children outside of the regular school day.

Applicants are encouraged to consider a wide range of school and community-based programs, people, and resources that can be effectively incorporated into the 21st CCLC to help enhance student achievement and youth development. Examples include, but are not limited to, the following: student peer tutors, mentors and educators; retired teachers and other senior citizens qualified to provide educational services, licensed teachers, pupil services and library services personnel; service-learning and other experiential forms of education; family action teams; and increased use of library facilities.

In no case, however, may 21st CCLC funds be used to supplant other Federal, State or local funds.

- 1.3.1 Although an attempt has been made to provide accurate and up-to-date information, DESE does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this IFB.

2 CONTRACTUAL REQUIREMENTS

2.1 General Requirements

2.1.1 Award Period

2003 Missouri 21st CCLC awards cannot exceed five years. DESE intends to make first year awards through June 30, 2005 with four subsequent one-year renewal options to successful applicants. Awards may be renewed pending availability of funds, successful completion of all deliverables, attendance levels, quality of program and program performance, submission of complete and accurate end of year reports, and submission of an approved renewal form.

The contract shall not bind, nor purport to bind, the DESE for any contractual commitment in excess of the original award period.

2.1.2 Price

All prices shall be as indicated on the Pricing Page. The DESE shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

What size of awards may be requested?

A “center” might include several “sites.” For example, there might be more than one separate school building (or site) within a 21st CCLC. The *average* annual cost per student has been about \$600 to \$800. By statute, DESE cannot consider for funding any IFB that requests less than \$50,000 per year. Maximum awards will be no more than \$150,000 per each site and must not total more than \$750,000 per proposal (for multiple sites). DESE strongly encourages applicants to be cognizant of their sustainability efforts when requesting these funds (See Sustainability - 2.1.1 “O” for additional information).

2.1.3 Minimum Standards

The applicant must develop and implement the following, at a minimum:

- Create a 21st CCLC that provides students opportunities for academic enrichment to help them meet State and local standards in the core content subjects of at least, but not limited to, reading/language arts and mathematics. This includes providing tutorial services to help students, particularly students who attend low-performing schools, to meet State and local student performance standards in core academic subjects of at least, but not limited to, reading/language arts and mathematics;
- Offer students a broad array of additional services, programs, and activities, such as youth development activities, drug and violence prevention programs, counseling programs, art, music, and recreation programs, technology education programs, and character education programs, that are designed to reinforce and complement the regular academic program of participating students; and
- Offer families of students served by community learning centers opportunities for literacy and related educational development.
- Programs will offer services non less than four (4) days per week, and no less than fifteen (15) hours per week during noon-school hours or periods when school is not in session.
- Help working parents by providing a safe environment for students when school is not in session.

- Target services to poor and low-performing schools. Missouri must make awards only to applicants that will primarily serve students who attend schools eligible for Title I schoolwide programs (at least 40% of the students qualify to receive free or reduced-cost meals). Services provided to public school students must use the free and reduced cost meals data as reported to DESE for the 2003-2004 school year. Services provided to non-public school students must use the free and reduced cost meals data as reported to DESE on the Non-Public School Registration form (see section 2.1.4 for additional eligibility information).
- Employ strategies based on scientifically based research in core academic areas where scientifically based research has been conducted and is available for core academic subjects of at least, but not limited to, reading/language arts and mathematics. The USDE, in collaboration with other agencies, will continue to identify programs and practices based on rigorous scientific research and will ensure that such information is made widely available. DESE also encourages local programs to provide professional development in practices and strategies that have been proven effective.
- Each awardee must provide an evaluation process to assess its progress toward achieving its goal of providing high-quality opportunities for academic enrichment. The results of the evaluation must be: (1) used to refine, improve, and strengthen the program and to refine the performance measures; and (2) made available to the public upon request. Local awardees, working with DESE, must evaluate the academic progress of children participating in the 21st CCLC program. DESE expects that data on both academic achievement and student behavior (e.g., average daily attendance of students attending program regularly) will be required (see sections 2.1.9 and 4.1.11 for additional details).
- Awardees will use student data assessment software (to be specified by DESE to awardees).

2.1.4 Eligible Entities

What organizations are eligible to apply?

Any public or private organization is now eligible to apply. Examples include, but are not limited to, non-profit agencies, faith-based organizations, institutions of higher education, and for-profit corporations. The statute strongly encourages eligible organizations to work with LEAs when applying for funds. The statute also allows a consortium to apply.

Are schools that already receive Federal 21st CCLC program funds eligible?

Yes. Communities that have a federal 21st CCLC grant from the Department are eligible to receive additional funds under the state-administered program. However, local applicants must be aware that new funds must be used in a manner consistent with all the requirements of the new statute and must be used only to supplement, not supplant, any Federal, State or local dollars available to support activities allowable under the 21st CCLC program. Funds may be used to expand or enhance current activities, or to establish programs in non-participating schools within an LEA that has a 21st CCLC grant.

Are religious organizations, including entities such as religious private schools eligible to receive 21st CCLC awards from the SEA?

Yes. Faith-based organizations (FBOs) are eligible to apply for local awards provided they meet all statutory and regulatory requirements of this program. Funds shall be used solely for the purposes set forth in this award program. No funds provided pursuant to this program shall be expended to support religious practices such as religious instruction, worship or prayer. FBOs may offer such practices, but not as part of the program receiving assistance. FBOs should comply with generally applicable cost accounting requirements to ensure that funds are not used to support these activities.

Are private/non-public school students eligible to participate in 21st CCLC activities carried out in public schools?

Yes. Students, teachers, and other educational personnel are eligible to participate in 21st CCLC programs on an equitable basis. A public school or other public or private organizations that is awarded must provide equitable services to private school students, and their families, if the students are part of the area to be served by the 21st CCLC award. In designing a program that meets this requirement, awardees must provide comparable opportunities for the participation of both public and private school students in the area served by the award. Awardees must consult with private school officials during the design and

development of the 21st CCLC program on issues such as how the children's needs will be identified and what services will be offered. Services and benefits provided to private school students must be secular, neutral and non-ideological. Documentation of consultation must be maintained by applicant for all auditing purposes. The Department recommends using the attached sample copy of a consultation form which can be found in this IFB on the page immediately following section 4.1.12. Likewise, private schools must provide equitable services to public school students and their families if the students are part of the area to be served by the 21st CCLC program.

For eligibility purposes, non-public schools must be on file with DESE by having completed the Non-Public School Registration Form. In cases where the non-public school has not registered with DESE, the non-public school must complete the Non-Public School Registration Form and submit to the appropriate DESE office as indicated on the form either by paper copies or the web based system. Please note that for purposes of this IFB, DESE will accept this form (prior to the due date for this IFB) even though the submission due date indicated on the form has passed. This form can be obtained on DESE's web page at: <http://dese.mo.gov/divimprove/fedprog/financialmanagement/Nonpublic2003-2004/NonpublicRegForm.pdf>.

Are public charter schools eligible to participate in 21st CCLC programs?

A public charter school is eligible to be considered for support on the same basis as other schools in the State. Even if a charter school does not apply for or receive an award, its students may participate in 21st CCLC programs established through an IFB submitted by other organizations.

Is an applicant eligible to apply if it has no prior after-school experience?

Organizations do not have to demonstrate prior experience in providing after-school programs to be eligible to apply for an award. However, an organization that does not have such experience must demonstrate promise of success in providing educational and related activities that will complement and enhance the academic performance, achievement, and positive youth development of the students.

Experience and Practice

Positive youth development refers to a philosophy and approach to working with young people that recognize that: (1) multiple domains of young people's development – cognitive, social, emotional, physical and moral – are interconnected; (2) all young people have strengths and prior knowledge that serve as a platform for subsequent development; and (3) young people are active agents of their own growth and development.

Is applicant eligible to apply if it is already implementing before- and/or after-school activities?

Yes. 21st CCLC funds may be used to expand and/or enhance current activities provided in existing after-school programs, whether supported by public or private funds. For example, an awardee may use funds to align activities to help students meet local and State academic standards if those services are not part of the current after-school program. Again, awardees must bear in mind that *21st CCLC funds can be used only to supplement and not supplant* any Federal or non-Federal funds used to support current programs.

What does it mean for a proposal to be submitted jointly?

Proposals that are submitted jointly are those submitted by (1) an LEA receiving Title I funds, and (2) CBOs or other public or private organizations that propose to serve students attending **schools in need of improvement** (per the list in Appendix D) that share planning and design of the program, have substantial roles to play in the delivery of services, share award resources to carry out those roles, and have significant ongoing involvement in the management and oversight of the 21st CCLC program(s). These community-based organizations can include other public and nonprofit agencies and organizations, businesses, educational entities (such as vocational and adult education programs, school-to-work programs, community colleges or universities), recreational, cultural, and other community service entities. Furthermore, DESE recommends joint submittal between schools and community-based organizations be experienced in providing before- and after-school services.

In order for this to be valid, a signed Memorandum of Understanding between all applicants must be submitted (as Appendix B) and signatures must appear by all applicants on all IFB pages requiring signatures (additional copies of these pages will be permitted to allow for additional signatures).

Please note this is not the same, nor does it take the place of, the required Letters of Commitment for partnerships as mentioned in 2.1.5 A.2 below.

2.1.5 Prioritized Eligibility for Funding

A. There are two absolute priorities to be eligible (failure to meet these two absolute priorities will result in IFB not being considered for funding):

1. Consistent with federal legislation, the DESE will restrict awards to IFB's that propose to primarily serve students who attend schools that are eligible as Title I schoolwide programs (40% or more of the student population is eligible to receive free or reduced cost meals). Services provided to public school students must use the free and reduced cost meals data as reported to DESE for the 2003-2004 school year. Services provided to non-public school students must use the free and reduced cost meals data as reported to DESE on the Non-Public School Registration Form (see section 2.1.4 for additional eligibility information pertaining to non-public schools).
2. IFB's (whether submitted jointly or not) must contain *signed* Letters of Commitment from each partner specified clearly delineating the roles to be played by each partner. It is not acceptable to simply state "we support the program." Letters of Commitment must specifically describe who will do what, when, and where, to what ends, and with what anticipated results. If an LEA is not able to partner due to geographic proximity, LEA must provide such explanation in Section 4.1.8 in lieu of Letter(s) of Commitment. However, non LEA's must provide letters of commitment to demonstrate partnering with at least one LEA (schools in which the students being served are from). Failure to do so will result in ifb not being considered for funding. Partnering does not mean that the IFB is submitted jointly. (Refer to section 4.1.8 for additional information.)

"Absolute priority" is defined as: a requirement for eligibility and IFB's that do not meet the absolute priorities above will not be considered for funding.

B. Competitive priority will be given to eligible applicants that:

1. Have a higher established percentage rate of free or reduced price lunch.
2. Agencies that propose to serve children and youth in schools targeted as **in need of improvement/academically deficient** under Title I (Section 1116) (see Attachment D for complete list),
3. IFB's which are submitted jointly between (1) an LEA receiving Title I funds, and (2) CBOs or other public or private organizations that propose to serve students attending schools targeted as in need of improvement/academically deficient (per the list in Appendix D). In order for this to be valid, a signed Memorandum of Understanding between all applicants must be submitted and signatures must appear by all applicants on all pages requiring signatures in this IFB (additional copies of such pages will be permitted to allow for additional signatures).

"Competitive priority" is defined as: additional points earned over an IFB of comparable merit that does not meet the criteria.

2.1.6 Program Components

21st CCLC Programs are required to provide the following programmatic components, as authorized under Title IV, Part B, of the Elementary and Secondary Education Act (ESEA), as amended by the *No Child Left Behind Act of 2001*.

- 1) Academic assistance component

- 2) Educational enrichment component
- 3) Family literacy component – i.e, assessment of need for family literacy services among adult family members of students being served the 21st CCLC program.

Experience & Practice

After school programs are not intended to extend the direct instruction of the classroom day staff by using “right answer” materials and textbooks. However, parents, regular school staff, and many funders want and need to know that academic support is taking place. All after school programs can support the academic development of participants by maximizing a variety of “teachable” moments to promote cognitive development in the course of any engaging activities in the after school schedule – from field trips to visual and performing arts, even hip-hop. For many participants, especially in middle school, the best academic support is “disguised” teaching – teaching that is unrecognizable to the participant. It is important for staff members to understand and be able to express what they do supports academic achievement.

2.1.7 Funding

A “center” might include several “sites.” For example, there might be several separate school buildings (or sites) in a district-wide 21st CCLC. The *average* cost per site has been \$125,000 per year and the *average* annual cost per student has been \$600 to \$800. By statute, DESE cannot consider for funding any IFB that requests less than \$50,000 per year. Maximum awards will be no more than \$150,000 per each site and must not total more than \$750,000 per proposal (for multiple sites). DESE strongly encourages applicants to be cognizant of their sustainability efforts when requesting these funds.

Missouri 21st CCLC awards cannot exceed a total of five years. DESE intends to make first year awards through June 30, 2005 with four subsequent one-year renewal options to successful applicants. Awards may be renewed pending availability of funds, successful completion of all deliverables, attendance levels, quality of program/program performance, submission of complete and accurate end of year reports, and submission of an approved renewal form.

Diminishing funds

Applicants shall be aware that Missouri 21st CCLC awarded funds will diminish during the fourth and fifth years of the award if approved for renewal. DESE anticipates that funds will diminish by 20% in year four and by 40% in year five. In such cases, the awardee must demonstrate ability to maintain these diminished amounts in their renewal form for years four and five. In year six, awardees should be 100% responsible for program and should maintain program in subsequent years. Failure to do so will result in renewals not being awarded and may place the applicant in jeopardy of not receiving future awards for any Afterschool program offered by DESE.

Can 21st CCLC awardees use funds from other Federal, State and local programs that have related purposes?

Yes. Applicants are encouraged to identify other sources of related funding and demonstrate how all of these resources will be combined or coordinated to offer a high-quality, sustainable program. Applicants must identify Federal, State and local programs that also offer after-school services and that will be combined or coordinated with the proposed program to make the most effective use of public resources.

Must community-learning centers provide services free of charge?

No, but programs must be equally accessible to all students targeted for services, regardless of their ability to pay. Programs that charge fees may not prohibit any family from participating due to their financial situation. Programs must offer a sliding scale of fees and scholarships for those who cannot afford the program. Income collected from fees must be used to fund 21st CCLC program activities

specified in the award.

What activities may 21st CCLC program funds be used for?

Funds shall be used to carry out a broad array of before- and after-school activities (including after-school, before-school, evenings, weekends, holidays, summers, or other school vacation periods) that advance student achievement.

Programs will provide opportunities for academic enrichment, including providing tutorial services to help students meet State and local student performance standards in core academic subjects, of at least, but not limited to, reading/language arts and mathematics. Programs are limited to providing activities within the following list:

- Remedial education activities;
- Mathematics and reading/language arts education activities;
- Science, arts and music education activities;
- Entrepreneurial education programs;
- Tutoring services (including those provided by senior citizen volunteers) and mentoring programs;
- Programs that provide after-school activities for limited English proficient students that emphasize language skills and academic achievement;
- Recreational activities;
- Telecommunications and technology education programs;
- Expanded library service hours;
- Programs that promote parental involvement and family literacy;
- Programs that provide assistance to students who have been truant, suspended, or expelled, to allow the students to improve their academic achievement; and
- Drug and violence prevention programs, counseling programs, character education programs and service-learning programs.

Applicants must propose an array of *inclusive* and *supervised services* that include expanded learning opportunities (such as enriched instruction, tutoring, or homework assistance) for children.

Experience & Practice

Academic enrichment can include tutoring in core academic subjects, and provide extra learning opportunities that provide students with ways to practice their academic skills through engaging, hands-on activities. Such activities might include: chess clubs, to foster critical thinking skills, persistence and other positive work habits; theatre programs, to encourage reading, writing and speaking as well as teamwork, goal-setting and decision-making; book clubs, to encourage reading and writing for pleasure; cooking programs, to foster application of reading, writing, math and science skills; poetry contests and slams, to encourage reading, writing and speaking; woodworking programs, to encourage planning, measurement, estimation and other calculation skills; and computer clubs, including newspaper publishing, to promote writing, editing and knowledge of and comfort with technology.

These kinds of enrichment programs are consistent with evidence of the importance of constructive learning activities during the non-school hours. For example, researcher Reginald Clark found that economically disadvantaged youth who participated in constructive learning activities for 20-35 hours per week performed better in school than their more passive peers.

What activities may 21st CCLC program funds not be used for?

- Funding of existing expenditures. Award cannot supplant existent funding or expenditures and must be used only for the 21st CCLC program as approved by DESE.
- Purchase of land or facilities

- Capital construction projects (however, funds *may* be used for appropriate *minor* remodeling of current structures)
- Rent of building or facility
- Student and/or child tuition fees
- Daily Snacks/Meals (however, food reimbursement is available through the National School Lunch Program and the Department of Health Adult and Child Care Food Program).
- Matching funds for other state or federal grants
- Funds cannot exclusively support planning (funds must be used to provide services)
- Purchases/services not related to 21st CCLC Program
- Purchases/services made or performed prior to date of award or after conclusion of award year.

Can indirect cost be charged to the 21st CCLC proposal?

Yes. However, indirect costs are not to exceed 5% of the award. Indirect costs are costs that have been incurred for common or joint purposes. These costs may include electricity, water, internal functions such as accounting, IT, etc. and must be excluded from the direct costs charged to award.

2.1.8 Training Requirements

Training is an essential component for high quality after school programs. DESE will work with the Missouri Afterschool Resource Center, the National Center for Community Education (NCCE), Missouri Association for Adult Community and Continuing Education (MAACCE), Missouri School Age Care Coalition (MOSAC2) and other state and national organizations to provide training and support for Missouri’s 21st CCLC awarded programs (an approved training list will be developed and provided to awardees). Budgets are required to include travel funds for training for three adult members of the 21st CCLC (e.g., school personnel, community partner, and program coordinator or administrator) at one national, one regional, and one state training per year as identified by DESE. DESE may allow other trainings in lieu of these where appropriate and reasonably justified. Therefore, applicants must set aside (*in the professional development category*) a minimum of \$3,000 per training (for a minimum total of \$9000) per year. DESE encourages applicants to seek additional training to assist in meeting the needs of their 21st CCLC program and may therefore set aside additional dollars, if appropriate. DESE may request that staff participate in additional training activities.

Guidance for Applicants

Training should not be limited to only administrative systems building (e.g., program quality, sustainability, evaluation, etc. but should also include opportunities for staff development and/or training. The requirement of three adult members of the 21st CCLC reflects an administrative staff level of training. Additional funds may be set aside for professional staff development training for those staff and volunteers working directly with students on a day-to-day basis.

2.1.9 Evaluation Requirements

What are the evaluation requirements for local awardees?

Each awardee must undergo an annual evaluation to assess its progress toward achieving its goal of providing high-quality opportunities for academic enrichment and submit annually to DESE. The results of the evaluation must:

- (1) Be used to refine, improve, and strengthen the program and to refine the performance measures;
- (2) Be made available to the public upon request;

(See 4.1.11, Program Evaluation for additional requirements and information.)

Local awardees, working with DESE, must annually evaluate the academic progress of children regularly participating in the 21st CCLC program. DESE expects that data on, but not limited to, academic achievement, student behavior, and student attendance will be required.

Experience & Practice

Good evaluations start with a set of important questions that can be answered during the actual evaluation. In large part, those questions may be determined through a careful analysis of the goals of the program. For example, improving academic achievement is, by statute, a mandatory goal. Each goal must have specific indicators that are measurable and that can be assessed repeatedly over time to track progress. An indicator for improving academic achievement, for example, may be students' reading grades. Once the goals and indicators have been framed, local awardees must identify which data sources are available for the indicator. For reading grades, the source may be report cards or test scores because they are a quantifiable indicator of success.

Beyond the Bell: A Toolkit for Creating Effective After-School Programs, developed by the North Central Regional Educational Laboratory, offers guidance and evaluation tools to help programs develop indicators for program goals, tips for creating good survey questions, and helpful resources in data collection and evaluation, as well as information on choosing an external evaluator.

In addition, the U.S. Department of Education and the American Institutes for Research developed a *Continuous Improvement Management Guide for 21st Century Community Learning Centers*, to address the need for on-going self-assessment and self-evaluation of 21st CCLC programs. To download the Continuous Improvement Management Guide, go to: www.ed.gov/offices/OUS/PES/21cent/cim226.pdf.

2.1.10 Evidence That Programs Are Research-Based And Effective

What evidence must the States and local programs provide to determine whether 21st CCLC programs are research-based and effective?

Local programs must indicate how they meet the principles of effectiveness described in the law. According to statute, programs must be based upon:

- An assessment of objective data regarding the need for before and after-school programs (including summer school programs) and activities in schools and communities;
- An established set of performance measures aimed at ensuring quality academic enrichment opportunities; and
- If appropriate, scientifically based research that provides evidence that the program will help students meet the State and local academic achievement standards.

What is scientifically based research?

Scientifically based research, as defined in Title IX of the reauthorized ESEA, is research that involves the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to education activities and programs. This means research that: (1) employs systematic, empirical methods that draw on observation and experiment; (2) involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn; (3) relies on measurements or observational methods that provide reliable and valid data across evaluators and observers, across multiple measurements and observations, and across studies by the same or different investigators; (4) is evaluated using experimental or quasi-experimental designs in which individuals, entities, programs or activities are assigned to different conditions and with appropriate controls to evaluate the effects of the condition of interest, with a preference for random-assignment, experiments, or other designs to the extent that those designs contain within-condition or across-condition controls; (5) ensures that experimental studies are presented in sufficient detail and clarity to allow for replication or, at a minimum, offer the opportunity to build systematically on their findings; (6) has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective and scientific review.

When is scientifically based research appropriate for the 21st CCLC program?

When providing services in core academic areas where scientifically based research has been conducted and is available – such as reading/language arts and mathematics – it is appropriate for a community learning center to employ strategies based on such research. The USDE, in collaboration with other agencies, will continue to identify programs and practices based on rigorous scientific research and will ensure that such information is made widely available. DESE also encourages local programs to provide professional development in practices and strategies that have been proven effective.

Experience and Practice

Scientifically based reading research has identified five essential components of effective reading instruction. To ensure that children learn to read well, explicit and systematic instruction should be provided in these five areas:

1. **Phonemic Awareness:** The ability to hear, identify and manipulate the individual sounds – phonemes – in spoken words. Phonemic awareness is the understanding that the sounds of spoken language work together to make words.
2. **Phonics** – The understanding that there is a predictable relationship between phonemes – the sounds of spoken language – and graphemes – the letters and spellings that represent those sounds in written language. Readers use these relationships to recognize familiar words accurately and automatically and to decode unfamiliar words.
3. **Vocabulary Development** – Development of stored information about the meanings and pronunciation of words necessary for communication. There are four types of vocabulary:
 - Listening vocabulary – the words to understand what is heard
 - Speaking vocabulary – the words used when speaking
 - Reading vocabulary – the words needed to understand what is read.
 - Writing vocabulary – the words used in writing
4. **Reading fluency, including oral reading skills** – Fluency is the ability to read text accurately and quickly. It provides a bridge between word recognition and comprehension. Fluent readers recognize words and comprehend at the same time.
5. **Reading comprehension strategies** – Strategies for understanding, remembering and communicating with others about what has been read. Comprehension strategies are sets of steps that purposeful, active readers use to make sense of text.

2.2 Activity Plan Development Requirements

2.2.1 For purposes of this document, the “activity plan” shall include, but not be limited to:

A. Program Content:

According to section 4201(b)(1) of the statute, a 21st CCLC program assists students in meeting State and local academic achievement standards in core academic subjects of at least, but not limited to, reading/language arts and mathematics, by providing the students with opportunities for academic enrichment. Centers also provide students with a broad array of other activities – such as drug and violence prevention, counseling, art, music, recreation, technology, and character education programs – during periods when school is not in session. Centers offer adult families of students served opportunities for literacy and related educational development.

B. Program Operation:

DESE requires 21st CCLC programs to offer services no less than four (4) days per week and no less than 15 hours per week during non-school hours or periods when school is not in session (including after-school, before-school, evenings, weekends, holidays, summers, or other school vacation periods).

Programs may offer service to students during normal school hours only on days when school is not in session (e.g., school holidays or teacher professional development days). Each community should base its IFB on the needs of its students and their families.

C. Program Attendance:

Attendance reporting must be kept for each site that receives 21st CCLC funding. DESE anticipates programs will report on student attendance and behavior of those students regularly attending the 21st CCLC program.

D. Transportation:

All applicants must assure that they have a student transportation plan ensuring that all students eligible and/or interested in the 21st CCLC program are able to attend and participate. Transportation and access to the site cannot be a barrier for students participating in the 21st CCLC program. Your plan must indicate the options you will provide students to ensure access and transportation. Some options include school buses (e.g. working with the sports programs late buses), car pools, tokens for city buses, taxis, etc.

E. Services for Adults:

Programs will offer the adult family members of students served by 21st CCLC opportunities for literacy and related educational development. In particular, local programs may offer services to support parental involvement and family literacy. Unlike previous competitions, however, this IFB is not meant to provide services to the entire community.

F. Special Needs Students:

21st CCLC programs must be open to individuals with special needs. 21st CCLC programs are required under this IFB to provide participants the same modifications and accommodations as that provided under their Individualized Education Program (IEP) or Section 504 Plans for the regular school day. For example, if a student's IEP states that the student requires an aide during the regular school day, then an aide must also be provided for 21st CCLC activities. The district is responsible for ensuring that funding for these accommodations is available. Districts are encouraged to rely on a variety of funding sources to ensure that individuals with special needs participate fully in 21st CCLC programs. If an awardee has an eligibility requirement for participation and the special needs student does not meet that requirement, then the awardee is not required to serve the student as long as the eligibility requirement is unrelated to the student's disability. If an awardee has a waiting list in the same manner that a non-special needs student would be placed on the list.

G. Staff Qualifications:

Staff working with children must have a minimum of a high school diploma, or equivalent. Programs should aim for the highest level of education and training possible, specifically when looking at academic subjects to be taught. DESE encourages the program to plan and provide for continuous professional staff development (see training requirements section 2.1.8 for additional information). No person shall be employed who has been convicted of a crime against children. All programs are required to meet state laws regarding screening of childcare providers. All staff must be adults (age 18 or older). All staff working with children must be trained in appropriate first aid and emergency procedures.

However, if the 21st CCLC program is also supported with Title I funds, paraprofessionals must meet the requirements specified in Title I. Under Title I, all paraprofessionals must have a high school diploma or its recognized equivalent. In addition, paraprofessionals hired on or after January 8, 2002, must have one of the following:

2 years of higher education, An Associates degree, or have passed the para praxis. Paraprofessionals who were hired before January 8, 2002, must meet the above requirements by January 8, 2006. Professionals who provide translation or parental involvement services must have a high school diploma, but are not required to meet any further qualification requirements.

H. Health and Safety:

Programs will be able to provide evidence of the following Health and Safety Requirements, if requested:

- Standard Operating Procedures (examples include, but not limited to: emergency response plans: bomb threats, fire, natural disasters; field trips, personnel policies, data collection, etc.)
- Posted copies of meal and snack menus which must meet USDA guidelines.
- Posted evidence of monthly fire and/or tornado drills.
- Monthly activities and/or speakers related to health and safety issues for children and/or families upon request.
- Staff and parent handbooks.

I. Linking the afterschool program with the regular school day:

Effective integration of the 21st CCLC program with the regular school day requires that there be a dedicated effort to achieve ongoing communication and articulation of issues between regular school day and 21st CCLC staff. Such efforts might include, but are not limited to, combining meetings or training opportunities, identifying preferred methods of communication (e.g., a note in the school mailbox, e-mail, etc.), or case conferencing regarding individual students.

Experience and Practice

Integrating K-12 and after school programming requires planning and persistence. Communicating with regular school day staff can be challenging if they leave campus at the end of the day. To maximize opportunities for integration, after school program staff must take the initiative to communicate with regular school day staff, and use content areas of the regular school day as content areas for enrichment activities after school. Some programs establish regularly scheduled homework conferences to involve both regular school and after school staff in discussions about children's developmental capacities to handle homework.

Building relationships between regular school and after school staff is critical. For example, sometimes it is helpful for after school staff to plan a "teacher breakfast" or similar event in an effort to build "buy in" and the willingness to communicate regularly.

The best incentive for regular school staff to communicate with after school staff is results. Relationships and efforts to integrate K-12 with after school are solidified when teachers discover that after school students are more easily interested and ready to learn in the regular school classroom, and show improved tests and language development skills.

J. Adult/Child Ratios:

There must be appropriate staff/child ratios at all times in the program. Consideration must be given to the ages of the children being served. If children with disabilities are included in the program and require additional supervision or assistance, that center may need to alter the student/staff ratios. Special staffing arrangements may only be necessary during specific activities.

K. Supervision:

Children must be under competent supervision at all times. The program director and/or appropriate designee must be immediately available at all times.

L. Records:

Records should be maintained on-site including: name, address, gender, and date of birth for each enrolled student; parent's or guardian's names, addresses and places at which parents or other person(s) responsible

for the child can be reached in case of an emergency; a daily attendance record, immunization records and pertinent medical information and emergency medical treatment plan for each student.

No student under the age of 18 should be released from the program to any person other than the parent, guardian, lawful custodian or person previously designated in writing.

M. Facility:

A 21st CCLC program may be located in a facility other than an elementary or secondary school. However, the alternate facility must be at least as available and accessible to the participants as if the program were located in an elementary or secondary school. Whether the program takes place in a school building or other facility, the applicant must address how students will travel safely to and from the center and home.

Applicants are reminded of their obligation under section 504 of the Rehabilitation Act to ensure that their proposed 21st CCLC program is accessible to persons with disabilities.

N. Licensure:

Applicants are advised to contact the Division of Health Standards and Licensure, Bureau of Child Care, Missouri Department of Health and Senior Services, for licensing requirements. Programs that are not provided by a school district may be subject to licensing requirements if awarded funds.

O. Advisory Councils:

Each eligible applicant shall convene an Advisory Council that is actively engaged in the development and implementation of the after-school program(s) involved in the IFB. Council membership should include, but is not limited to: parents, educators, citizen members, members of civic/service organizations (e.g., Chamber of Commerce, Kiwanis, Lions, Jr. League), members of the business community, State and local government representatives (e.g., Parks and Recreation, city council, mayor's office), and others with relevant and demonstrated expertise (such as, medical, mental health, and law enforcement professionals).

P. Sustainability:

Applicants must include a preliminary plan describing how to sustain the program beyond the award period (it is not adequate to say "our sustainability plan is to look for more funds"). You must demonstrate a well thought out and systematic plan for sustainability. Descriptions should include plans for maintaining important components of a high quality program (such as: transportation, staff retention [including volunteer participation], resources, academic enrichment activities, etc.). Plans must also address the roles of specified partners beyond the award period.

Applicants are cautioned that for each renewal year of the awarded 21st CCLC proposal, they will have to address the success of their sustainability plan and specifically identify resources that have been secured. **Failure to identify secured plans for sustainability will result in applicants not being approved for renewal of current 21st CCLC funds. Additionally, such applicants may be in jeopardy of not receiving future awards for any Afterschool program offered by DESE.**

(See Section 4.1.12 for additional information.)

Experience and Practice

Information and material on sustainability can be found at, but is not limited to, the following sites:

The Finance Project (www.financeproject.org)

Afterschool Alliance (www.afterschoolalliance.org)

North Central Regional Educational Laboratory (www.ncrel.org/after/)

National Center for Community Education (www.nccenet.org)

Q. Professional Development:

Awardees should offer opportunities for appropriate professional development for those staff and volunteers working directly with students on a daily basis. This is in addition to the three mandatory training sessions identified in this IFB (see section 2.1.8 for additional information) which reflect an administrative staff level of training and not necessarily program staff training.

- 2.2.2 The awardee shall agree and understand that the state agency shall have complete and total approval authority of the awardee's activity plan or any part thereof and shall have the expressed right to modify, change, or delete all or any part of the plan at any time.
- 2.2.3 The awardee may be required to develop and submit a new or revised activity plan at other times throughout the award period as well as for each renewal period, if the award is renewed for additional periods. The awardee shall prepare and submit all such future activity plans within a timeframe stipulated by the state agency.

2.3 Activity Plan Implementation Requirements

- 2.3.1 In accordance with the detailed activity plan developed and approved by the state agency, the awardee shall implement and satisfy all requirements of the detailed activity plan. The awardee shall perform those requirements assigned to the awardee and shall oversee and manage all other requirements of the activity plan to insure that all requirements of the plan as approved by the state agency are performed and accomplished.

2.4 Reporting Requirements

The awardee must submit the reports identified hereinafter to the state agency for review and approval. For each type of report, the awardee must obtain the prior written approval of the state agency on the format and design of the report prior to its first submission.

- A Budget Amendment form, if necessary, due as needed. All awards must be expended no later than June 30.
- Quarterly Report form showing progress toward activity plan and the meeting of goals and objectives due no later than the 15th of the month following the preceding quarter (due dates: October 15, January 15, April 15, and June 15 (tentative date)).
- An Invoice form showing expenditures for reimbursement. Requests for quarterly payments are due no later than: September 15, December 15, March 15, and June 15 (tentative date).
- The Final Expenditure Report form due no later than July 15. All remaining funds will be allocated to other eligible entities. Any portion of the award that was not expended by June 30 must be returned to DESE.
- The Final Program Report form due no later than July 15.
- 21st CCLC Program Evaluation due no later than July 30.
- Any other forms and/or materials as required by DESE.

- 2.4.1 For each renewal year, awardees must submit a renewal form by June 1 that describes project activities, accomplishments, and outcomes. The two purposes of the renewal form are to: (1) demonstrate that substantial progress has been made toward meeting the objectives of the project as outlined in the award,

and (2) collect data that addresses the performance indicators for the 21st CCLC program. More details about the renewal form, performance standards and copies of all required forms will be provided to awardees at the appropriate time.

2.5 Financial Requirements

- 2.5.1 The awardee must maintain financial and accounting records and evidence pertaining to the award in accordance with generally accepted accounting principles and other procedures specified by the state. These records must be made available at all reasonable times to DESE and/or its designees during the award. All records must be kept on file for five (5) years from the date of final payment on the award.
- 2.5.2 The awardee must permit governmental auditors and authorized representatives of the State to have access for the purpose of audit or examination of any of the books, documents, papers, and records of the awardee's recording receipts and disbursements of any of the funds made available to the awardee under the award at any reasonable time. The awardee further agrees that any audit exception noted by governmental auditors must not be paid by the state agency and must be the sole responsibility of the awardee, provided that it may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the awardee all amounts which may ultimately be held entitled to receive as a result of any such legal action.
- 2.5.3 The awardee must agree and understand that the State of Missouri **does not make advanced payments to the awardee** for any services performed or goods purchased or provided.
- a. The awardee must ensure that all services have been provided or obligated prior to submitting an invoice to the state agency for payment/reimbursement from DESE.
 - b. The awardee must agree and understand that any amount funded per the award is subject to appropriations made by the General Assembly and signed into law by the Governor. In addition, the total budget amount described herein is also subject to reduction by executive order and/or by administrative policy of the state agency when deemed in the best interest of DESE. Therefore, DESE does not guarantee that any amount of funds will be spent in accordance with the award.

2.6 Invoicing and Payment Requirements

- 2.6.1 The firm, fixed amount shall constitute the total amount due the awardee for all services specified in the requirements of this document unless services are specifically listed as reimbursable in the paragraph related to reimbursements, below.
- 2.6.1.1 Upon receipt and approval of a properly prepared quarterly invoice, DESE shall pay the awardee the amount of verifiable expenditures.
- 2.6.1.2 Any invoice arriving after the due date may be held until the next quarterly payment.
- 2.6.1.3 Any invoice not completed according to specified instructions will be returned and may result in payment not being made until the next quarter.
- 2.6.2 Other than the payments and reimbursements on the Budget page or subsequent Budget Amendment forms, no other payments or reimbursements shall be made to the awardee for any reason whatsoever.

2.7 Other Contractual Requirements

- 2.7.1 Award Period: The original award period shall be as stated in the Invitation for Bid (IFB). The award shall not bind, nor purport to bind, DESE for any contractual commitment in excess of the original award

period. DESE shall have the right, at its sole option, to renew the award for (4) additional one-year periods, or any portion thereof pending the availability of funding, successful completion of all deliverables, complete and accurate end of year required reports, and submission of an approved renewal form. In the event DESE exercises such right, all terms and conditions, requirements and specifications of the award must remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- a. Renewal Periods - If the option for renewal is exercised by DESE, the awardee shall agree that the amounts stated in the original award will not be increased in excess of the maximum amount for the applicable renewal period stated on the price for service page of the award.
 - 1) If renewal amounts are not provided then amounts during renewal periods shall be the same as during the original award period.
 - 2) DESE does not automatically exercise its option for renewal based upon the maximum amount and reserves the right to offer or to request renewal of the award at an amount less than the maximum price stated.

2.7.2 Termination: The DESE reserves the right to terminate the contract at any time, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, the following shall apply:

- a. All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the DESE, become the property of the DESE. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the DESE pursuant to the contract prior to the effective date of termination.
- b. As directed by the DESE, the contractor shall either cancel all open commitments previously made per the contract or (without entering any new commitments) shall continue with execution of such open commitments.
 - 1) If the open commitments are cancelled, the DESE shall pay all costs (including penalties) resulting from the cancellation.
 - 2) If such commitments continue to be executed, the contractor shall be entitled to be paid for the contractor's services pursuant to the requirements of the contract, as if such cancellation had not occurred.

2.7.3 Property of DESE: The contractor shall agree and understand that all deliverables developed as a result of the contract, shall become the property of the DESE with all rights and interests for present and future use as deemed appropriate by DESE.

- a. The contractor shall be responsible for obtaining copyrights as appropriate in the name of the DESE as instructed and approved by the department. If approved, the contractor shall be reimbursed the actual cost paid for obtaining any copyright and registration fee for a logo.
- b. The DESE shall have the full right to reproduce and/or use any products derived from the contractor's work under the contract without payment of any royalties, fees, etc. except for those fees, royalties, etc. charged by a subcontractor, provided that: (1) the subcontract requires the payment of such royalties, fees, etc. and (2) the DESE agrees to pay the royalties, fees, etc. for continuous use of the product, prior to performance by the subcontractor or use of the subcontractor's property.

- c. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the DESE.
- d. The contractor shall defend, indemnify and hold harmless the DESE, including its officers, agents, employees and assigns, in all suits of law or in equity alleging patent, trademark or copyright infringement, defamation (libel and/or slander), violation of privacy rights, violation of the right of publicity, misappropriation of trade secrets or unfair competition concerning or arising from the contractor's performance or products produced under the terms of the contract.

2.7.4 Contractor Liability: The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the DESE, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the DESE, including its employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

- a. However, the contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the DESE, including its employees, and assignees.

2.7.5 Insurance: The contractor shall understand and agree that the DESE cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the DESE, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.7.6 Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the Department. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the DESE, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.7.7 Coordination: The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the DESE throughout the effective period of the contract.

2.7.8 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the DESE and to ensure that the department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the department and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain acknowledgement from the department prior to establishing any new subcontracting arrangements and before changing any subcontractors.

- 2.7.9 Substitution of Personnel: The contractor agrees and understands that the DESE's agreement to the IFB is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the awardee agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the department. The awardee further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The DESE agrees that an approval of a substitution will not be unreasonably withheld.

3 SUBMISSION INFORMATION

3.1 Submission of Bids

- 3.1.1 Electric submission of bids through the on-line bidding web site is not available for this IFB. IFB's may not be faxed.
- 3.1.2 When submitting an IFB, the awardee must include three (3) copies in addition to the original IFB for a total of four (4). All four copies must be contained within the same envelope.
- 3.1.3 The department will not add items to the IFB's received, nor will the department remove items from the IFB's received. If any adjustment to the IFB is needed, applicant must replace the entire IFB with another prior to the due date. In such cases, when submitting the new IFB, applicant must inform DESE to replace the previous IFB with the new one.
- 3.1.4 To facilitate the evaluation process, the awardee must organize their IFB as described in 3.1.6 and shall follow the following requirements (failure to do so may result in IFB not being considered for funding):
- Each page must be titled (as it appears in 3.1.6) in the top right hand margin.
 - Shall be page numbered chronologically in lower right hand corner.
 - Shall not add fancy bindings or add any unasked for information.
 - Shall be on regular white bond paper and must be bound in the upper left hand corner by a staple.
 - All pages must be single-sided, double-spaced with one-inch margins on top, bottom and sides.
 - Font shall be Times New Roman with a font size of 10 or 12 point.
 - All pages requesting signatures must have the appropriate signatures.
 - Redesign or reformatting of the IFB is not permitted.
- 3.1.5 The applicant is cautioned that it is the applicant's sole responsibility to submit information related to the evaluation components and that DESE is under no obligation to solicit such information if it is not included with the IFB. The applicant's failure to submit such information may cause an adverse impact on the evaluation of the IFB.
- 3.1.6 Applicant's Contacts: Applicants and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) shall direct all of their questions or comments regarding the IFB, the evaluation, etc. to the contact person indicated on the first page of this IFB. Applicants and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Applicants and their agents who have questions regarding this matter shall contact the contact person.
- 3.1.7 The following components must be included in the IFB in the order as indicated here:
- Cover Page** **ATTACHMENT ONE** (If submitted jointly, page must be copied and signed by all applicants)
- Program Summary** **ATTACHMENT TWO**
- Program Abstract** **ATTACHMENT THREE**
- Statement of Assurances** **ATTACHMENT FOUR** (If submitted jointly, page must be copied and signed by all applicants)

Cost of Program ATTACHMENT FIVE A, B, C, and D

Need for Program ATTACHMENT SIX

Project Design ATTACHMENT SEVEN

Evidence of Roles of Partners ATTACHMENT EIGHT plus all Letters of Commitment

Adequacy of Resources ATTACHMENT NINE

Management Plan ATTACHMENT TEN – A, B plus all copies of job descriptions and resumes

Program Evaluation ATTACHMENT ELEVEN

Sustainability of Program ATTACHMENT TWELVE

Appendix A – Copy of Licensure certificate and/or copy of Accreditation certificate, if applicable.

Appendix B – Memorandum of Understanding for joint submittal, if applicable (**must be signed by all applicants**) (see Prioritized Eligibility for Funding 2.1.4).

Appendix C – Letters of Commitment for partnerships (must be signed), required (see Evidence of Roles of Partners 4.1.8 B).

Appendix D – Missouri Schools Targeted for School Improvement/Academically Deficient, required.

3.1.7 IFB’s must be received by DESE no later than 2:00 p.m. on April 22, 2004.

3.2 Evaluation and Award Process

3.2.1 After determining that an IFB has been submitted in accordance with the submission of bids in section 3.1, and that the IFB satisfies the mandatory requirements stated in the IFB, the evaluator(s) must use both objective analysis and subjective judgment in conducting a comparative assessment of the IFB in accordance with the evaluation criteria stated below. A total of 200 points is possible for this IFB. The points are as follows:

Cost of Program (4.1.5)	20 Pts
Quality of Need for Program (4.1.6).....	25 Pts
Quality of Program Design (4.1.7).....	30 Pts
Quality of Roles of Partners, Letters of Commitment (4.1.8).....	20 Pts
Quality of Adequacy of Resources (4.1.9).....	20 Pts
Quality of Management Plan (4.1.10).....	30 Pts
Quality of Program Evaluation (4.1.11).....	25 Pts
Quality of Sustainability of Program (4.1.12).....	20 Pts
Competitive Priority (2.1.5).....	10 Pts

3.2.2 In accordance with ESEA regulations, DESE may select awardees to geographically distribute funds across the state in both rural and urban communities.

3.2.3 DESE reserves the right to decline awards to applicants who currently maintain at least one other Missouri 21st CCLC award.

3.2.4 After an initial screening process, a question and answer conference or interview may be conducted with the applicant, if deemed necessary by DESE. In addition, the applicant may be asked to make an oral presentation of their IFB during the conference. Attendance cost at the conference shall be at the applicant's expense. All arrangements and scheduling must be coordinated by DESE.

3.2.4 Following review and recommendations by a peer review panel using the criteria and priorities described in this IFB, award recipients will be designated. DESE anticipates notifying awardees on or before May

28, 2004. All applicants should refer to the website for a complete listing of awardees at: http://dese.mo.gov/divcareered//saca_21st_century_learning_centers.htm.

- 3.2.5 The objective evaluation of cost must be based upon the amounts stated on the Budget Page for the original award period plus renewal periods. This will be looked at in context with the amount requested and the number of students to be served. Make sure that your costs are in keeping with the need and the goals and objectives of the program. Remember that after year five, programs must be able to sustain programs without further award funding, so plan accordingly.
- a. In the event of a discrepancy between the applicant's price breakdown and the Budget Page, the Budget Page must govern.
 - b. All information contained in the applicant's price breakdown may be utilized in the subjective evaluation of any relevant evaluation criteria.
- 3.2.6 Costs and budget demonstrates reasonable costs in relationship to number of persons to be served and to the anticipated results and benefits. The budget matches the needs listed in narratives and detailed narrative matches budget form, with items clearly explained

4 COMPONENTS

4.1 The following components shall be labeled and included in the IFB in the order as indicated in 3.1.6:

- 4.1.1 **Cover Page** **ATTACHMENT ONE** (If submitted jointly, page must be copied and signed by all applicants)
- 4.1.2 **Program Summary** **ATTACHMENT TWO**
- 4.1.3 **Program Abstract** **ATTACHMENT THREE**
- 4.1.4 **Statement of Assurances** **ATTACHMENT FOUR** (If submitted jointly, page must be copied and signed by all applicants)
- 4.1.5 **Cost of Program** **ATTACHMENT FIVE**
- A. Complete Price for Service, labeled **ATTACHMENT FIVE – A**
 - B. Complete Accumulative Budget Summary, labeled **ATTACHMENT FIVE – B**
 - C. Provide Itemized Justification labeled **ATTACHMENT FIVE – C**. Failure to do so may result in items or services not being approved for funding.
 - D. Complete the Budget Narrative **ATTACHMENT FIVE – D**

Please note:

- Do not use acronyms for budget items. If items are not clearly spelled out, or if there is any confusion as to what they stand for, such budget items may not be approved for funding.
- All budget items should pertain to a specific budget category provided on the budget pages. The “other” category should not be used unless *absolutely* unreasonable to be placed in a specific budget category.
- The minimum \$9,000 training requirement amount should be placed in the professional development category.
- Supplies Category - supplies (and materials) are items which are either consumed in nature, have a useful life of less than two years, cost less than \$1,000 per unit, and are more feasibly replaced than repaired.
- Equipment Category - equipment that is distinguishable from supplies in that items have a useful life of more than two years, cost more than \$1,000 per unit and are more feasibly repaired than replaced.
- Funds from this proposal may be used to purchase a DESE approved nationally-normed test, except in cases where schools already receive DESE funding for such test.
- The following are examples of how to complete the itemized justification page:

Acceptable example: \$77700 Travel and Transportation:
- 3 busses @ \$35/hr X 74 days = \$7770

Unacceptable example: \$7770 for 3 busses for student transportation

Guidance for Applicants

The objective evaluation of cost must be based upon the amount stated on the Budget Page. In other words, the “projected” amounts applicants specify for years two through five (and upon approval of such amounts) will become the firm fixed price from this point forward. During specific renewal years, awardees will be required to submit an itemized budget and narrative at that time. Additionally, during renewal periods, budget category amounts may change, but again the total award amount will not increase from the amount stated in this IFB as the “projected” budget amount for years two through five.

In determining the amount of funding for year one, applicants should take into consideration the shortened year and only request funds they can expend between the date of award and June 30, 2004. *Remember to think beyond the five years of award funding and plan for sustainability and long-term commitment to services for students.*

4.1.6 Need for Program ATTACHMENT SIX (2 pages maximum)

Label these narrative pages as ATTACHMENT SIX.

The extent to which the “community” to be served under this IFB demonstrates need for the services proposed. In this section the applicant describes the community, paying particular attention to the area to be served by this proposal and to the needs of the target population. In doing this, you shall:

- Identify and describe the target population to be served (also include how you estimated the attendance numbers);
- Cite the factors that place students at risk of educational failure, e.g.; the poverty rates in the communities to be served, the percentage of rapid growth of limited English-proficient students and adults, the percentage of Title I students, the dropout rates, teen pregnancy rates, achievement gap and adult literacy rates, and education levels in the community.
- One of the principles of effectiveness states that the program must include an assessment of objective data regarding need for the before- and after- school programs (including during summer recess periods) and activities in the schools and communities. To do so, the IFB must describe any local “needs surveys” that prove need or that illustrate community support for overcoming need.

4.1.7 Program Design ATTACHMENT SEVEN (9 pages maximum)

Label these narrative pages as ATTACHMENT SEVEN

The Project Design section of the narrative includes the major part of your plan. The reviewers need to be able to picture what will happen every day in your program. It must include sufficient detail to convince the reviewers that the plan is realistic and achievable, and it must provide an overall vision of your 21st CCLC program.

Describe your vision for the 21st CCLC program. This section should include, as part of the overall vision, the following:

- Unique Qualities: Describe the unique qualities of your plan that set it apart from others. Describe why this proposal should be funded?
- Goals and Objectives. The extent to which the goals, objectives, and outcomes to be achieved by the proposed 21st CCLC program are clearly specified and measurable. Objectives provide the framework by which the goals are met. Clearly written goals and objectives provide the basis for evaluation activities. Objectives are measurable, time limited, logically relate to the purpose, and describe outcomes for students, families, staff, etc.

- Identify goals and objectives for each proposed program based on the locally identified needs and consistent with the purposes described above.
- The following performance goal and indicators have been adopted by the Missouri State Board of Education in order to guide the state agency and local education agencies in implementing No Child Left Behind (NCLB) effectively and to provide a measure of accountability for that implementation. Performance targets and baseline data related to Adequate Yearly Progress will be submitted annually.
 - Performance Goal 1: By 2013-2014, all students will reach high standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.
 - 1.1 Performance Indicator: The percentage of students, in the aggregate and for each subgroup, who are at or above the proficient level in reading/language arts and mathematics on the Missouri Assessment Program (MAP). (Subgroups are gender, major racial and ethnic groups, English proficiency status, migrant status, students with disabilities, as compared to nondisabled students, economically disadvantaged, compared to students who are not disadvantaged.)
 - 1.2 Performance Indicator: The percentage of students, in the aggregate and for each subgroup, who are at or above the proficient level in reading/language arts and mathematics on the State's assessment or another DESE approved nationally-normed test. (See subgroup above.)
 - 1.3 Performance Indicator: The percentage of Title I schools that make adequate yearly progress.
 - Include additional goals that are aligned with the Show-Me Standards (refer to <http://dese.mo.gov/standards/> for additional information on standards) in the core academic subjects of at least but not limited to reading/language arts and mathematics. How will the program assist students in making progress toward those standards? How are they expected to improve student academic achievement and other desired outcomes, and if appropriate, scientifically-based research that provides evidence that the program or activity will help students meet state and local student academic achievement standards. Merely asserting in an IFB that the program will assist students in meeting or exceeding local and state standards in such core academic areas does not provide the reviewers with a full understanding of how this will occur.
 - Applicants should also address the needs of potential dropouts and students otherwise at risk of academic failure, including students living in poverty and students with limited English proficiency.
- Project Tasks and Timeline. Describe the proposed services and activities the 21st CCLC program will offer and during which times of the day, week, year – before school, after school, weekends, summer, holidays, etc. What does a typical week look like – provide a typical daily schedule for each site.
- Effectiveness of Services. Describe how the proposed 21st CCLC program will address or remedy the risk factors for each target population. The services to be provided should be closely tied to the needs identified in the Needs Section. Explain how you will tailor your activities to address the specific needs of program participants and to achieve the desired outcomes. Explain how your program will provide services that are not currently available during the regular school day, how 21st CCLC staff will vary their approaches to help meet a child's individual needs, and/or how 21st CCLC staff will collaborate with regular school day teachers to address a student's needs.
- Adult Services. Describe the proposed services and activities the 21st CCLC program will offer to adult family members of students served opportunities for literacy and related educational development.
- Parent Participation: Include description of parental involvement in the program, if applicable (i.e., teacher's aid, volunteer reading, guest speaker, assist with field trips, serve on an advisory parent group, etc.).
- Transportation. Describe how students will travel safely to and from the center and home whether or not the program takes place in a school building or other facility.
- Barriers and outreach. Describe how the center will overcome barriers to equitable participation by all targeted students. Describe appropriate methods for outreach, safety, and serving students with special needs.

4.1.8 **Evidence of Roles of Partners, Letters of Commitment** **ATTACHMENT EIGHT**

Applicants shall clearly delineate the roles to be played by each partner. It is not acceptable to simply state “we support the program.” Letters must specifically describe who will do what, when, and where, to what ends, and with what anticipated results.

A. Roles of Partners (all pages to be labeled **ATTACHMENT EIGHT**)

The extent to which the proposed program will work with other appropriate agencies and organizations providing services to the target population.

- For each of the partnerships between a local educational agency or school and community based organization(s) or another public or private organization, provide a one page listing of all partnerships formed and briefly describe each of their roles in the program.

B. Letters of Commitment (**all letters to be labeled as Appendix C and included where noted**):

- IFB must contain Letters of Commitment clearly delineating the roles from each of the specified partners listed above in “A.” If an LEA is not able to partner due to geographic proximity, LEA must provide such explanation in lieu of Letters of Commitment. However, non LEA’s must also provide Letters of Commitment from the school/district in which the students being served are from. Failure to do so will result in IFB not being considered for funding. Partnering does not mean that the IFB is submitted jointly. Applicants are advised that the quality of Letters of Commitment, with a clear demonstration of buy-in from senior administrators of the partnering organization, is more important than the number of letters.
- Letters of “support” from those in the community who are not serving as “partners” may be submitted, but do not meet the requirement above for the Letters of Commitment.

Guidance for Applicants

Applicants are encouraged to really think about the things needed in order to be successful and then recruit the right partners to fit that need rather than developing a laundry list of every organization.

By bringing together community organizations with school districts, centers can take advantage of multiple resources in the community. Community learning centers can offer residents in the community an opportunity to volunteer their time and their expertise to help students achieve academic standards and master new skills. Partnerships can also ensure that the children attending a learning center benefit from the collective resources and expertise throughout the community

Many successful applicants have involved their community partners in planning and writing the IFB, as well as in helping to implement the award once awarded.

Applicants are encouraged to consider a wide range of school and community-based programs, people, and resources that can be effectively incorporated into the 21st CCLC to help enhance student achievement and youth development. Examples include, but are not limited to, the following: student peer tutors, mentors and educators; retired teachers and other senior citizens qualified to provide educational services, licensed teachers, pupil services and library services personnel; service-learning and other experiential forms of education; family action teams; and increased use of library facilities.

A letter of commitment is not simply stating “we support the CCLC program.” A letter of commitment clearly delineates the roles of each partner describing who will do what, when, and where, to what ends and with what anticipated results.

4.1.9 **Adequacy of Resources** **ATTACHMENT NINE** (3 pages maximum)

Label these narrative pages as **ATTACHMENT NINE**

In this section, applicants are to explain how the resources available, from all sources, are adequate to accomplish the program as proposed in the previous sections. The detailed budget and budget narrative will appear in the Cost of Program component.

- (A) Referring to community needs, describe available resources (including facilities, equipment, supplies, and other resources) for the community learning center from all appropriate partnering agencies and from the applicant(s). Describe federal, state, and local programs that will be combined or coordinated with the proposed program for the most effective use of public resources. It is important to demonstrate how you will leverage existing school resources, such as computer labs, libraries, and classrooms to carry out your activities. Also describe the resources that partners are contributing, such as the use of community recreational areas, staff, supplies, etc.
- (B) Demonstrate that costs are reasonable in relationship to the number of persons to be served and to the anticipated results and benefits. Include the average cost per child, per day and the calculation/method used to determine this amount. You are advised that costs should be allocated, and will be judged, against the scope of the program and its anticipated benefits. Explain the ways that resources and personnel have been carefully allocated for the tasks and activities described in your IFB.
- (C) Refer to applicant(s) experience or promise of success in providing educational and related activities that will complement and enhance the academic performance, achievement, and positive youth development of students. Include a brief summary of any local needs surveys, grants awarded, or evaluation studies, reports, or research that may document the effectiveness or success of the applicant. Provide names and contact information of client/contracting agency representative who may be contacted for verification of information.

4.1.10 **Management Plan** **ATTACHMENT TEN** (8 pages maximum)

Label these narrative pages as **ATTACHMENT TEN - A**

This section describes your plan for effectively staffing and managing the proposal described in the Program Design section. Here you will describe your plans for who will create the academic and enrichment programs to ensure that the standards are met, who will manage the program, who will teach and how you will disseminate center information. You will describe how all will work together for the success of the program.

- (A) The adequacy of the management plan to achieve the objectives of the proposed project on time and within budget, including clearly defined responsibilities, timelines, and milestones for accomplishing project tasks.
- (B) Quality of program staff. This section should explain how the applicant(s) will ensure that the staff who will be working with students are qualified to do so, through proper certification or licensure, experience/endorsements for subjects/ages taught, as applicable. Applicants should give specific details to explain that program leaders have sufficient time to accomplish tasks; explain how the program will provide ongoing staff development and training, and describe the role and responsibility of all key staff.
- (C) Describe how staff will communicate with parents about their child's development, opportunities to be involved in the program and how the program will continue to communicate with parents on an ongoing basis.
- (D) Describe how the applicant will ensure that a diversity of perspectives are included in the operation of the proposed project, including those of parents, teachers, the business community, a variety of disciplinary and professional fields, recipients or beneficiaries of services, or others, as appropriate.
- (E) Describe what the role of the Advisory Council will be (and has been, if applicable).
- (F) Include how the applicant(s) will use qualified seniors and youth to serve as volunteers, if the applicant plans to do so.
- (G) Describe how the organization will disseminate information about the center (including location) to the community in a manner that is understandable and accessible.
- (H) The Management Plan shall state how the applicant will ensure the funds provided under the IFB will be used solely for the purposes set forth in the award program. The statement shall include an assurance that generally accepted cost accounting methods will be utilized to ensure that the funds are not used to support activities that do not conform to the bid and an assurance that no funds provided pursuant to this program shall be expended to support religious practices, such as religious instruction, worship or prayer.

Label these pages as **ATTACHMENT TEN - B**

Complete **ATTACHMENT TEN - B**.

- (A) Behind **Attachment Ten-B**, insert copies of all job descriptions for all key staff and copies of resumes for these positions if someone has been hired.

Guidance for Applicants

Charts, timetables, and position descriptions for key staff are particularly helpful in describing the structure of your project and the procedures for managing it successfully. We recommend you clearly spell out objectives, activities, events, beneficiaries, and anticipated results. Many successful projects budget for, and employ, a project director and seek guidance from a variety of members of the community. Successful projects also describe the role and responsibility of all key staff, and plan and provide resources for ongoing staff development and training.

Award funds must be used exclusively for the purposes stated in the bid. Although Faith-Based Organizations are eligible to apply for local awards, no funds provided pursuant to this program shall be expended to support religious practices, such as religious instruction, worship or prayer. If such practices are offered by the organization, they may not be offered as a part of the program receiving assistance. This issue may be addressed by providing a statement that 1) generally applicable cost accounting procedures are used to ensure that funds will not be used to support religious practices, 2) the governance of the award program shall operate independently from religious practices of the organization, 3) the award services are provided in an area free of religious symbols or icons, and 4) that program activities are not held in conjunction with religious instruction, worship or prayer.

4.1.11 **Program Evaluation** **ATTACHMENT ELEVEN** (4 pages maximum)

Label these narrative pages as **ATTACHMENT ELEVEN**

In this section, applicants will explain how they will meet the requirement to evaluate the effectiveness of the program.

- (A) Identify the individual and/or organization that have agreed to serve as the evaluator for the program and describe his/her/its qualifications and the school or business they work for.
- (B) Describe which DESE approved test will be used each year to report academic achievement. These tests may include the MAP or a DESE approved nationally-normed test (i.e.: Terra Nova, SAT 9 or SAT 10, or the ITBS [Iowa Test of Basic Skills]) which will provide score report information in the core subject areas of at least, but not limited to, reading/language arts and mathematics. Funds from this proposal may be used to purchase test, except in cases where schools already receive DESE funding for such test.
- (C) Describe how baseline data will be established, when it will be established, and how yearly progress will be measured and reported to DESE from this established baseline data to demonstrate academic achievement annually.
- (D) Describe the extent to which the methods of evaluation include the use of objective performance measures which will produce quantitative and qualitative data. The plan will include the program objectives and performance indicators with clear benchmarks to monitor progress toward specific objectives, and outcome measures to assess impact on student behavior and academic achievement of students regularly attending the 21st CCLC program.
- (E) Describe the evaluation design, indicating: (1) what types of data will be collected (including student attendance, student behavior and academic achievement levels); (2) when various types of data will be collected; (3) what designs and methods will be used in accordance with the Show-Me Standards; (4) what instruments will be used or developed; (5) how the data will be analyzed; and (6) how information will be used by the program to monitor progress and to provide accountability information to stakeholders about success at the program site(s).
- (F) Describe how the program will meet the following principals of effectiveness based on:
 - An assessment of objective data regarding need for the before- and after- school programs (including summer recess periods) and activities in the schools and communities:
 - An established set of performance measures ensuring the availability of high-quality academic enrichment opportunities; and
 - If appropriate, scientifically based research providing evidence that the program will help students meet State / local academic achievement standards.

4.1.12 Sustainability of Programs **ATTACHMENT TWELVE** (3 pages maximum)

A preliminary plan for continuation of the 21st Century Community Learning Center after federal funding ends.

Provide the following labeled as **ATTACHMENT TWELVE**

- A preliminary plan describing how to sustain the program beyond the award period (it is not adequate to say “our sustainability plan is to look for more funds”). Applicant will demonstrate a well thought out and systematic plan for sustainability. Descriptions shall include plans for maintaining important components of a high quality program (such as: transportation, staff retention [including volunteer participation], resources, academic enrichment activities, etc.).
- Plans will also address the roles of the specified partners beyond the award period.

Applicants are cautioned that for each renewal year of the awarded 21st CCLC proposal, they will have to address the success of their sustainability plan and specifically identify resources that have been secured. **Failure to identify secured plans for sustainability will result in applicants not being approved for renewal of current 21st CCLC funds. Additionally, such applicants may be in jeopardy of not receiving future awards for any Afterschool program offered by DESE.**

Information and material on sustainability can be found at, but should not be limited to, the following sites:

- The Finance Project (www.financeproject.org)
- Afterschool Alliance (www.afterschoolalliance.org)
- North Central Regional Educational Laboratory (www.ncrel.org/after/)
- National Center for Community Education (www.nccenet.org)

Guidance for Applicants

It is vital that you plan beyond the five-year award period. It is better to provide no program for youth than to take away a successful program after state and federal funds are used up. The purpose of the diminishing of funds in years four and five is to assist you in planning for long-term sustainability. You must plan beyond the fifth year and have a strong sustainability plan in place. Think outside the box!

Programs with proven effectiveness are those that are most likely to be sustained after the State funding ends. Research finds that it takes a period of approximately five years for a community to design, implement, and continually revise a program to the point where it can be sustained in the absence of State funds.

-- SAMPLE COPY ONLY --
NOT TO BE SUBMITTED WITH IFB
CONSULTATION FORM
21ST Century Community Learning Centers (CCLC) Program

TO BE COMPLETED BY EACH REGISTERED NONPUBLIC AND PUBLIC SCHOOL IN THE PUBLIC SCHOOL DISTRICT. FORM MAY BE DUPLICATED AS NEEDED.

NAME OF ENTITY	TELEPHONE NUMBER OF ENTITY
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NAME OF SCHOOL CONTACT PERSON	NAME OF SCHOOL DISTRICT IN WHICH SCHOOL IS LOCATED
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CONSULTATION OCCURRED BETWEEN ENTITY AND: (PLEASE CHECK ONE)

NON-PUBLIC SCHOOL
 PUBLIC SCHOOL
 OTHER, DESCRIBE: _____

PLEASE CHECK EITHER YES OR NO:

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1. Administrator and/or teachers in my school have been involved in the planning of these projects. I plan for my teachers and/or students to participate in these programs.
<input type="checkbox"/>	<input type="checkbox"/>	2. I was invited to participate in planning but chose not to do so. My school will not participate in these programs.
<input type="checkbox"/>	<input type="checkbox"/>	3. Administrators and/or teachers in my school have been involved in the planning of the projects. I do not plan for my teachers to participate in these programs because of philosophical, religious, or other reasons.

ASSURANCES: Title IV, Part B of No Child Left Behind includes the following consultation requirements concerning the participation of nonpublic schools.

1. In general -- To ensure timely and meaningful consultation, a local educational agency, educational service agency or consortium of such agencies, or entity shall consult with appropriate private school officials during the design and development of the programs under this Act, on issues such as--
 - (A) how the children's needs will be identified;
 - (B) what services will be offered;
 - (C) how, where and by whom the services will be provided;
 - (D) how the services will be assessed and how the results of the assessment will be used to improve those services;
 - (E) the size and scope of the equitable services to be provided to the eligible private school children, teachers, and other educational personnel and the amount of funds available for those services; and
 - (F) how and when the agency, consortium, or entity will make decisions about the delivery of services, including a thorough consideration and analysis of the views of the private school officials on the provision of contract services through potential third-party providers.
2. Disagreement -- If the agency, consortium, or entity disagrees with the views of the private school officials on the provision of services through a contract, the agency, consortium, or entity shall provide to the private school officials a written explanation of the reasons why the local educational agency has chosen not to use a contractor.
3. Timing -- Such consultation shall occur before the agency, consortium or entity makes any decision that affects the opportunities of eligible private school children, teachers, and other educational personnel to participate in programs under this Act, and shall continue throughout the implementation and assessment of activities under this section.
4. Discussion required -- such consultation shall include a discussion of service delivery mechanisms that the agency, consortium, or entity could use to provide equitable services to eligible private school children, teachers, administrators, and other staff.

COMMENTS:

ORIGINAL SIGNATURE OF ENTITY	DATE
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ORIGINAL SIGNATURE OF AUTHORIZED SCHOOL OFFICIAL	DATE
--	------

STATE OF MISSOURI
DEPARTMENT OF ELEMENTARY & SECONDARY EDUCATION
TERMS AND CONDITIONS – INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Department of Elementary and Secondary Education**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Applicant** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DESE. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Awardee** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DESE to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DESE.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DESE.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DESE if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DESE, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DESE in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DESE monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the departments website. Registered vendors are electronically notified or mailed the IFB based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the bidder must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DESE reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.

- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DESE and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

5. SUBMISSION OF BIDS

- a. Bids may not be submitted electronically as indicated in the IFB. Delivered bids must be sealed in an envelope or container, and received in the DESE office located at 205 Jefferson Street in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DESE address shown on first page. However, it shall be the responsibility of the bidder to ensure their bid is in the DESE office (address shown on front page) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the DESE office, may be modified by signed, written notice which has been received by the DESE prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the DESE office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DESE prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. Bidders delivering a hard copy bid to DESE must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Prices shall be posted on the department's website after the official opening date and time. The DESE will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DESE office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DESE to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DESE reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DESE reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DESE reserves the right to reject any and all bids.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

- i. Any award of a contract shall be made by notification from the DESE to the successful bidder. The DESE reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DESE based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DESE posts all bid results on the website for a reasonable period after bid award and maintains images of all bid file material for review. Bidders who include an email address with their bid will be notified of the award results via email.
- l. The DESE reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DESE.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DESE's acceptance of the response (bid) by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DESE or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DESE.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DESE, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DESE may cancel the contract. At its sole discretion, the DESE may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DESE within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DESE will issue a notice of cancellation terminating the contract immediately.
- c. If the DESE cancels the contract for breach, the DESE reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DESE deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DESE immediately.
- b. Upon learning of any such actions, the DESE reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DESE shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DESE until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

PROGRAM SUMMARY AND ABSTRACT

Contact Information: (If IFB is submitted jointly, this page may be copied for additional contact information.)	
Applicant Name (name of school/organization/entity/etc. applying for funds)	
Contact Person	Title
District or Organization Name (for contact person)	
Mailing Address	Phone
City, State and Zip	Fax
E-mail	

Superintendent Information: (Non schools will need to provide information pertaining to the school the students to be served are attending.) If IFB is submitted jointly or has more than one superintendent of schools, this page may be copied for additional superintendent information.	
Superintendent Name:	District Name:
Mailing Address	Phone
City, State and Zip	Fax

Site Information: (complete one box for each site that will provide a 21 st CCLC program). If IFB has more than six sites, applicant may copy this page for additional sites and attach directly behind this page):	
Site Name	Site Name
Mailing Address	Mailing Address
City, State and Zip	City, State and Zip
Phone	Phone
Site Name	Site Name
Mailing Address	Mailing Address
City, State and Zip	City, State and Zip
Phone	Phone
Site Name	Site Name
Mailing Address	Mailing Address
City, State and Zip	City, State and Zip
Phone	Phone

PROGRAM SUMMARY AND ABSTRACT

Include <u>all four</u> of the following for each: • Name of <i>each site</i> included in this IFB • Level of students served (elementary, middle, high) • Specific grade levels • Urban (U) or Rural (R)	% Limited English Proficiency of each CCLC site	Name of the school/district attended by most of the students served by each site in this IFB		* % Free or Reduced Cost Lunch of each school served by each CCLC site	*Actual school wide enrollment of each school (see below)
		School Name	District Name		

*Must use the 2003-2004 school year data as reported to DESE.

A. Applicant is (please check one):

- Public School
 Non-Public School
 Community Based Organization
 Faith Based Organization
 Charter School
 Other, describe: _____

B. Is proposal submitted jointly between (1) an LEA receiving Title I funds, **and** (2) CBOs or other public or private organizations that propose to serve students attending schools in need of improvement/academically deficient (per section 2.1.4)? yes no **If yes**, attach copy of Memorandum of Understanding as Appendix B, where indicated.

C. Is 21st CCLC on the list of Missouri Schools Targeted for School Improvement/Academically deficient – Appendix D? yes no (be sure to complete Appendix D accordingly.)

D. Who will serve as the fiscal agency (specify name of school and district, or the agency/organization)?

E. List each 21st CCLC site (from table above) and the proposed average daily CCLC attendance for each CCLC site:

F. Is the program a previous recipient of other 21st CCLC funds? yes no
 If yes: Federal State. What date was award made: _____ (month/year).

G. Will the program be located in an elementary or secondary school building? yes no

If no, where will the program be located (building name and address) and what is its geographic proximity to such a school? _____

If no, why is the program not located in school building? _____

H. Is the program licensed by the Department of Health? yes no
(If yes, attach a copy of the licensure certificate, for each licensed site, as Appendix A.)

I. Is the program accredited? yes no
(If yes, attach a copy of the accreditation certificate, for each accredited site, as Appendix A.)

J. Will qualified senior citizens (age 55 or older) serve as volunteers? yes no

K. Will students serve as volunteers? yes no

L. Program will be in session during (check all that apply); if multiple sites, please specify any differences:

After-school Before-school Weekends Holidays Summer: (dates: _____)
 Holidays Evenings Other: (specify: _____)

M. Total # of hours program operates each week _____. Total # of days program operates each week _____.
Please specify any differences for multiple sites, if applicable.

List the beginning and ending times program is in operation on school days (*during non school hours*):

Monday: _____

Tuesday: _____

Wednesday: _____

Thursday: _____

Friday: _____

List the beginning and ending times program is in operation on non-school days (*days school is not in session*):

Saturday: _____

Sunday: _____

Summer: _____ (include the months as well)

Holidays: _____

Break: _____

Other, describe: _____

N. What date (month and day) will program begin and conclude during this school year (for each site)?

O. Types of community partners for which a Letter of Commitment was submitted: (check all that apply)

National Organizations (e.g., Boys & Girls Clubs
YMCA/YWCA, Big Brothers/Big Sisters)

Colleges or Universities

Community-Based Organizations (local non-
profits or foundations)

Libraries or Museums

County or Municipal Agencies (e.g., police, Parks &
Recreation, Social Services)

Businesses

Faith-Based Organizations

Hospitals/Clinics/Health Providers

Other: _____

P. Services that advance *student achievement* (programs are limited in providing the following program activities in this list). Check all that apply:

Reading or Literacy

Language arts

Mathematics education activities

Science education activities

Art and Music education activities

Entrepreneurial education programs

Sports or Recreation

Tutoring services and mentoring programs

Technology, Video or Media and Telecommunication

Activities for limited English proficient students

Assistance to truant, suspended or expelled students

Expanded library service hours

Promotion of parental involvement and family literacy

Drug and violence prevention, counseling and
character ed programs

Q. Specify the number of adult family members (of students served) the 21st CCLC program is proposing to serve (if multiple sites, give grand total): _____

ATTACHMENT THREE

Abstract - Within the space provided, briefly summarize the program's goals, services and activities, and planned participants listed in this IFB.

BUDGET PAGE

4 PRICE FOR SERVICE:

The applicant must state a firm, fixed price for services provided for the original award period and a maximum price for services provided for each of the four renewal periods, in accordance with the provisions and requirements of this IFB.

Original Award Period (Year One) 2004-05 School Year <i>(Firm, fixed price) (12 Months)</i>	First Renewal Period (Year Two) 2005-2006 School Year <i>(Maximum price) (12 Months)</i>	Second Renewal Period (Year Three) 2006-2007 School Year <i>(Maximum price) (12 Months)</i>
\$ _____	\$ _____	\$ _____

Third Renewal Period (Year Four) 2007-2008 School Year <i>(Maximum price) (12 Months)</i>	Fourth Renewal Period (Year Five) 2008-2009 School Year <i>(Maximum price) (12 Months)</i>
\$ _____	\$ _____

ACCUMULATIVE BUDGET SUMMARY

Center Name: _____

Directions: List the “accumulative” amounts for each year funds are requested. In cases of multiple sites, applicant shall add all sites and only list the accumulative amount on this page. (Refer to section 4.1.5 for additional information on budget category specifications.)

BUDGET CATEGORY	YEAR ONE Dollars Requested	YEAR TWO Dollars Estimated	YEAR THREE Dollars Estimated	YEAR FOUR Dollars Estimated	YEAR FIVE Dollars Estimated
Salaries	\$	\$	\$	\$	\$
Benefits	Figured at ____% \$	Figured at ____% \$	Figured at ____% \$	Figured at ____% \$	Figured at ____% \$
Travel and Transportation	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$
Professional Development (educational training/ conferences)	\$	\$	\$	\$	\$
Purchased Services	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$
SUB TOTAL Direct Costs	\$	\$	\$	\$	\$
Indirect Costs (not to exceed 5%)	Figured at ____% \$	Figured at ____% \$	Figured at ____% \$	Figured at ____% \$	Figured at ____% \$
TOTAL	\$	\$	\$	\$	\$

Itemized Budget (complete for year one only)

Site Name: _____

Provide a <u>detailed</u> itemized budget for <u>EACH</u> site. In cases of multiple sites, copy page for each site. If additional space is needed, this page may be copied as needed; however, no substitute page designs or reformatting are allowed. (See 4.1.5 C for examples.)			
BUDGET CATEGORY	EXPLANATION / DESCRIPTION	SINGLE PRICE	TOTAL PRICE
Salaries	Example: 2 site coords 15 hrs@ \$20/hr for 44 weeks	\$13,200 <i>(one coord)</i>	\$26,400
Subtotal (Salaries)		\$	\$
Benefits	Example: calculated at 10.95%	\$2,890	\$2,890
Subtotal (Benefits)		\$	\$
Travel and Transportation	Example: 3 busses@ \$35/day x 74 days	\$2,590 <i>(one bus)</i>	\$7,770
Subtotal (Travel & Tran.)		\$	\$
Supplies	Example: Consumable supplies \$300/teacher x 3 teachers	\$300	\$900
Subtotal (Supplies)		\$	\$
Equipment	Example: 2 computers at \$850 each	\$850	\$1700
Subtotal (Equipment)		\$	\$
Professional Development (education/training, conferences)	Example: MO School Age Conf \$250 for 3 people	\$250	\$750
Subtotal (Prof. Dev.)		\$	\$
Purchased Services	Outside Evaluator \$2000 per year	\$2000	\$2000
Subtotal (Purchased Services)		\$	\$
Other		\$	\$
Subtotal (Other)		\$	\$
Indirect Costs (not to exceed 5%)	Calculated at _____%	\$	\$
Subtotal (Indirect Costs)		\$	\$

Budget Narrative

Within the space provided, show how costs are realistic and within the scope and sequence of the program goals, objectives and over all mission. The narrative shall explain how applicant will use award funds and funds from other sources, including other federal funds that are available to the 21st CCLC program, as well as, a detailed description explaining in-kind support or funding provided by other funds or partners in the program, if applicable.

Average cost per child per day: \$ _____. How was this calculated? _____
(Specify any difference in sites.)

REPLACE THIS PAGE WITH
ATTACHMENTS:

Six
Seven
Eight
Nine
Ten – A

PERSONNEL EXPERTISE SUMMARY

Complete for all KEY staff – if more than five key staff, applicant may make additional copies of this page.

Personnel	Background and Expertise of Personnel
1. _____ (Position/Title) _____ (Name of Individual) Is this person part of regular school day staff? <input type="checkbox"/> yes <input type="checkbox"/> no If yes, what position: _____	Works directly with children? <input type="checkbox"/> yes <input type="checkbox"/> no _____ (# of years experience in Afterschool Programs) _____ (Education Background, specify type of degree)
2. _____ (Position/Title) _____ (Name of Individual) Is this person part of regular school day staff? <input type="checkbox"/> yes <input type="checkbox"/> no If yes, what position: _____	Works directly with children? <input type="checkbox"/> yes <input type="checkbox"/> no _____ (# of years experience in Afterschool Programs) _____ (Education Background, specify type of degree)
3. _____ (Position/Title) _____ (Name of Individual) Is this person part of regular school day staff? <input type="checkbox"/> yes <input type="checkbox"/> no If yes, what position: _____	Works directly with children? <input type="checkbox"/> yes <input type="checkbox"/> no _____ (# of years experience in Afterschool Programs) _____ (Education Background, specify type of degree)
4. _____ (Position/Title) _____ (Name of Individual) Is this person part of regular school day staff? <input type="checkbox"/> yes <input type="checkbox"/> no If yes, what position: _____	Works directly with children? <input type="checkbox"/> yes <input type="checkbox"/> no _____ (# of years experience in Afterschool Programs) _____ (Education Background, specify type of degree)
5. _____ (Position/Title) _____ (Name of Individual) Is this person part of regular school day staff? <input type="checkbox"/> yes <input type="checkbox"/> no If yes, what position: _____	Works directly with children? <input type="checkbox"/> yes <input type="checkbox"/> no _____ (# of years experience in Afterschool Programs) _____ (Education Background, specify type of degree)

Missouri Schools Targeted for School Improvement / Academically Deficient

Directions: Circle all applicable schools which are being served by this IFB. If none, place a checkmark in this box:

District Code	District Name	School Name
013-054	Breckenridge R-I	Breckenridge High School
042-117	Calhoun R-VIII	Calhoun Elementary
067-061	Charleston R-I	Warren E. Hearnes Elementary
068-075	Clarksburg C-2	Clarksburg Elementary
050-013	Crystal City 47	Crystal City Elementary
073-099	East Newton County R-VI	Triway Elementary
106-003	Forsyth R-III	Forsyth Middle
072-073	Gideon 37	Gideon High
029-004	Greenfield R-IV	Greenfield High
078-002	Hayti R-II	Hayti High School
096-104	Jennings	Jennings High School
046-137	Junction Hill C-12	Junction Hill Elementary
048-078	Kansas City 33	Alta Vista Charter School
048-078	Kansas City 33	Central Middle School
048-078	Kansas City 33	Central High School
048-078	Kansas City 33	Martin Luther King Middle School
048-078	Kansas City 33	Northeast High School
048-078	Kansas City 33	Northeast Middle
048-078	Kansas City 33	Paseo Academy of Performing Arts
048-078	Kansas City 33	Phyllis Wheatley Elementary
048-078	Kansas City 33	Southeast High School
048-078	Kansas City 33	Southeast Zoo Academy
035-102	Kennett 39	Kennett High School
035-102	Kennett 39	Kennett Middle School
060-077	McDonald County R-I	Noel Elementary
046-130	Mountain View-Birch Tree R-III	Liberty Senior High
091-091	Naylor R-II	Naylor High
096-109	Normandy	Normandy High School
096-109	Normandy	Normandy Middle School
096-111	Riverview Gardens	Riverview Garden High School
096-111	Riverview Gardens	East Middle School
096-111	Riverview Gardens	Central Middle School
097-130	Slater	Alexander Elementary
039-141	Springfield R-XII	Study Middle
115-115	St. Louis City	Beaumont High School
115-115	St. Louis City	Blow Middle Community Ed. Center
115-115	St. Louis City	Clark Elementary
115-115	St. Louis City	Dunbar and Br.
115-115	St. Louis City	Eliot Elementary
115-115	St. Louis City	Froebel Elementary
115-115	St. Louis City	Hamilton Elementary Community Ed.
115-115	St. Louis City	Humboldt Middle School
115-115	St. Louis City	Northwest Middle
115-115	St. Louis City	Roosevelt High School
115-115	St. Louis City	Shepard Elementary
115-115	St. Louis City	Sigel Elementary Comm. Ed. Center
115-115	St. Louis City	Stowe Middle
115-115	St. Louis City	Sumner High School
115-115	St. Louis City	Webster Middle
115-115	St. Louis City	Yeatman Middle Community Ed.
012-110	Twin Rivers R-X	Fisk Elementary
096-112	University City	Brittany Woods Middle School
096-115	Wellston	Bishop Middle School
096-115	Wellston	Central Elementary
109-002	Wright City R-II	Wright City High School

